

ATTORNEY DOCKET NO. 0147-0215P

BIRCH, STEWART, KOLASCH & BIRCH, LLP

UNITED STATES PATENT RIGHTS, OR
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS

ASSIGNMENT

Application No. 09/674,768Filed November 6, 2000Insert Name(s)
of Inventor(s)

WHEREAS, NEUHAUS, Ekkehard MOEHLMANN, Torsten
GRAEVE-KAMPFENKEL, Karl-Heinz TIADEN, Joachim

Insert Title
of Invention

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in
TRANSGENIC PLANTS WITH A MODIFIED ACTIVITY OF A PLASTIDIAL ADP/ATP TRANSLOCATOR

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application).

Insert Date
of Signing of
Application

on November 13, 2000; and

Insert Name
of Assignee

WHEREAS, PlantTec Biotechnologie GmbH, Forschung und Entwicklung

Insert Address
of Assignee

of Hermannswerder 14, 14473 Potsdam, Germany

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and ☒ in any foreign countries.

CHECK BOX
IF APPROPRIATE

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

28/05 2002 18:32 FAX +49 89 4130 4400

VOSSIUS & PARTNER

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NO. 1354 P. 4

Attorney Docket No. 0147-0215P

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reform applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reform thereof or Letter Patent(s) or reform patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America priority of a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reform applications thereof to the said Assignee, as Assignee of the said inventor, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolach & Birch, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recording of this document.

The undersigned hereby covenants(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) appears the undersigned signature(s).

Date _____	Name of Inventor _____ (signature) NEUBAUER, Richard
Date _____	Name of Inventor _____ (signature) MOSELMANN, Thomas
Date _____	Name of Inventor _____ (signature) GRAVE-KAMPEFEL, Karl-Heinz
Date <u>29.05.02</u>	Name of Inventor _____ (signature) <u>Joachim Tjaden</u> TJADEN, Joachim
Date _____	Name of Inventor _____ (signature) _____
Date _____	Name of Inventor _____ (signature) _____

